

**DECISION**

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**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548**

**FILE:** B-215730**DATE:** November 6, 1984**MATTER OF:** J.L. Associates, Inc.**DIGEST:**

Failure to synopsise procurement in Commerce Business Daily does not constitute compelling reason to cancel invitation for bids and resolicit since competition was adequate and reasonable prices were obtained and there is no evidence that contracting officer intended to exclude protester from bidding.

J.L. Associates, Inc. (J.L.), protests any award under invitation for bids (IFB) No. N00189-83-R-0275 issued by the Department of the Navy (Navy) for mess attendant services at the Norfolk Naval Air Station, Norfolk, Virginia. J.L., the incumbent contractor, requests that the Navy be required to cancel and readvertise because J.L. did not receive a copy of the solicitation. In addition, J.L. complains that no synopsis of the procurement appeared in the Commerce Business Daily (CBD).

We deny the protest.

It is well established that unintentional actions of an agency which preclude a potential contractor from competing on a procurement do not in themselves constitute a compelling reason to cancel and resolicit. Military Services Inc., of Georgia, B-199976, Nov. 19, 1980, 80-2 C.P.D. ¶ 384; Check Mate Industries, Inc., B-194612, June 12, 1979, 79-1 C.P.D. ¶ 413. Furthermore, where adequate competition is generated and reasonable prices obtained, the failure to synopsise a procurement in the CBD does not warrant corrective action absent evidence that the omission was the result of a deliberate attempt by the agency to preclude the protester from competing. McQuiston Associates, B-199013, Sept. 1, 1981, 81-2 C.P.D. ¶ 192. This rule is applied even when the omitted bidder is the incumbent contractor and is followed because the propriety of a particular procurement is viewed from the government's point of view, in terms of adequacy of competition and reasonableness of price, and not from the omitted bidder's point of view. Alpha Carpet & Upholstery Cleaners, Inc., B-200944, Feb. 5, 1981, 81-1 C.P.D. ¶ 69.

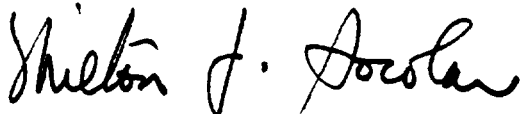
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Based on the record, we find no evidence of any conscious or deliberate attempt to exclude J.L. from competing. At the time the solicitation was initially issued, the Navy synopsisized the requirement in the CBD. Eighty contractors responded, including J.L., and all were sent copies of the solicitation. Subsequently, the Navy determined to change the contract format and all bidders were advised that the initial solicitation was canceled and a revised solicitation would be issued. Rather than readvertise the requirement in the CBD, the Navy sent the revised solicitation to all 80 contractors that were sent copies of the original solicitation. While it is unfortunate that J.L. did not receive a copy of the revised solicitation, the failure to receive it must be viewed as resulting from inadvertence, which generally does not provide a basis for canceling an IFB. Alpha Carpet & Upholstery Cleaners, Inc., B-200944, supra.

Also, we note that 25 bids were received and, in the Navy's view, adequate competition was obtained and the prices were reasonable. The protester does not suggest that there was inadequate competition or that the Navy will award the contract at an unreasonable price. Under these circumstances, there is no basis for this Office to recommend that the Navy not award the contract.

The protest is denied.

*for*   
Comptroller General  
of the United States